

Exhibit 3



UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
NEW YORK REGIONAL OFFICE
BROOKFIELD PROPERTIES, 200 VESEY ST., ROOM 400
NEW YORK, NEW YORK 10281

July 12, 2018

James O'Brien
c/o John Hanamirian, Esq.
Hanamirian Law Firm
40 Main Street
Moorestown, NJ 08057

Re: Proffer Agreement

~~American River Bankshares (TISO), File No. NY-9615~~

Dear Mr. O'Brien:

This Agreement contains the terms of the August 21, 2018 meeting between you and the staff of the Division of Enforcement of the United States Securities and Exchange Commission in the above-referenced matter ("Meeting"). These terms are as follows:

- (1) This Meeting is voluntary, and you agree to provide complete and truthful statements during the Meeting.
- (2) This Agreement only covers statements provided by you during the Meeting. It does not cover statements provided, including statements made, at any other time, regardless of format (e.g., oral, written, or recorded).
- (3) The Commission's staff will not use any statements provided by you during the Meeting, except for the following purposes:
 - (a) To obtain other evidence, which may be used against you and others;
 - (b) In any action or proceeding brought or instituted by the Commission against you, to rebut your testimony, evidence offered, or arguments or assertions made by you or on your behalf (including in response to questions raised by a judge or jury);
 - (c) If you are a witness in any other action or proceeding brought or instituted by the Commission, to rebut your testimony; and
 - (d) In any referral to a criminal law enforcement agency or entity as evidence of false statements, perjury, or obstruction of justice, or as the basis for a criminal sentence adjustment for obstructing or impeding the administration of justice.
- (4) You agree that any statements provided by you during the Meeting, or evidence obtained as a result, does not constitute a compromise offer, compromise negotiations, plea

James O'Brien

July 12, 2018

Page 2 of 2


discussions, or any related statements for purposes of Federal Rules of Evidence 408 or 410, and you agree not to assert that such rules apply to any statements provided by you during the Meeting, or evidence obtained as a result.

- (5) You and your counsel agree that you have fully discussed and understand all terms of this Agreement and their consequences.
- (6) You agree that there are no other promises or understandings applicable to the Meeting, and that none will be entered into unless in writing and signed by the parties to this Agreement.
- (7) This Agreement does not bind anyone other than the Commission's staff. Except as provided in paragraph (3) or unless compelled by law, the Commission's staff will not disclose statements provided by you during the Meeting to any other regulator or law enforcement agency or entity not present at the Meeting without an agreement to abide by terms comparable to the terms of this Agreement as applicable to such other regulator or law enforcement agency or entity. Nothing in this Agreement limits the Commission staff's right to share within the Commission any statements provided by you during the Meeting.
- (8) This Agreement is not limited or affected by any agreement between you and any other regulator or law enforcement agency or entity, and vice versa.


Sincerely,



Charles Riely
Assistant Director


James O'Brien

F-21-18


John Hamamirian
Counsel to James O'Brien